

- D. SWBT shall meet service performance standards as outlined in GR-905-CORE and TP76638 except as otherwise provided herein.
- E. In the event that SWBT provides under this contract special service arrangements associated with diversity or other arrangements that do not strictly adhere to GR-905-CORE and TP76638 and are of non-compliance to the technical publications or not certified by SWBT, Cox acknowledges that the service performance standards need not be met in the provision of the total service.
- F. SWBT shall route messages generated by the action of Cox throughout the SWBT signaling network. The content of the messages is for the use of signaling points of origination and destination. SWBT will not use any information within messages for any purpose not required by or related to the use of the SWBT signaling network. SWBT will not divulge any message or any part of messages generated by Cox to any other party, except as required to manage the SWBT signaling network or as may be required by law.
- G. SWBT shall determine the monthly charges and issue an invoice to the billing address of Cox for the respective service(s) requested by Cox and provided by SWBT. The invoice will identify nonrecurring charges, recurring charges, and other charges and credits, as they apply.
- H. SWBT shall work cooperatively and provide knowledgeable personnel to meet with Cox in order to provision, test and install the SS7 Service in a timely fashion.

#### **VIII. RESPONSIBILITIES OF Cox**

- A. Cox shall provision the signaling links at the Cox premises and from the Cox premises to the SWBT STP location in a diverse, reliable and technically acceptable manner to comply with the standard SS7 protocol, Bellcore GR-905-CORE and the SWBT network.
- B. If Cox requires a greater degree of diversity than SWBT provides in the existing network, a special facility or a special routing of services, Cox agrees to initiate a Wholesale Construction request and pay additional charges as SWBT may reasonably determine.
- C. Cox shall identify to SWBT the SPC(s) associated with the Cox set of links.
- D. When Cox orders the use of the SWBT STP, Cox shall specify the set of signaling links to be used. If the links are provided to another party Cox shall warrant to SWBT that the other party is aware of the charges associated with the use of the STP and that the other party will pay the monthly charges for the use of the SWBT STP.

- E. Cox shall identify to SWBT the Global Title and Translation Type information for messages that route to Cox.
- F. When routing messages addressed to a SWBT Subsystem Number (SSN), Cox shall use the SWBT defined SSN designation of the SWBT mated STP pair to which the message is routed.
- G. Cox shall transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.
- H. Cox shall verify the accuracy of information concerning the services ordered by Cox.
- I. Cox shall designate the level of diversity associated with the Cox premises. SWBT shall provide the same degree of diversity as Cox provides.
- J. Cox shall work cooperatively and provide knowledgeable personnel to meet with SWBT in order to provision, test and install the SS7 Service in a timely fashion.
- K. Cox shall furnish to SWBT, at the time the SS7 Service is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast shall include total annual volume and busy hour busy month volume. SWBT shall utilize the forecast in its own efforts to project further facility requirements.
- L. Cox shall inform SWBT in writing thirty (30) days in advance of any change in Cox's use of such SS7 Service which alters by ten percent for any thirty (30) day period the volume of signaling transactions by individual SS7 service that are planned by Cox to be forwarded to SWBT's network. Cox shall provide in said notice the reason, by individual SS7 service, for the volume change.

#### **IX. LIMITATION OF LIABILITY AND INDEMNIFICATION**

The Limitation of Liability and indemnification provisions of the Agreement shall apply to performance under this Appendix

## ATTACHMENT 1

### DEFINITIONS OF TERMS

#### Common Channel Signaling (CCS)

A high-speed specialized packet switched communications network that is separate (out-of-band) from the public packet switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points (SS7 nodes) in the CCS network.

#### Compatibility Testing

Testing performed by representatives from SWBT and Cox to determine proper interconnection of CCS network facilities for accurate transmission of system signals and messages. This is often referred to as TR-905 Compatibility Testing.

#### Octet

8-bits of binary information.

#### Service Control Point (SCP)

A node in the CCS network that provides a database functionality.

#### Service Switching Point (SSP)

A signaling point that can launch queries to databases and receive/interpret responses used to provide specific end user services.

#### Signal Transfer Point (STP)

A packet switch in the CCS network that is used to route SS7 protocol signaling messages between signaling nodes. An STP provides screening and routing of SS7 messages. STPs transfer signaling messages to other networks. SWBT's signaling network includes mated pairs of local and regional STPs.

#### Signaling Link

An end-to-end high-capacity digital, data quality, link operating at 56 kilobits per second that transmits signaling information in the form of signaling messages from one network SS7 node to another node in a CCS network. The Link Type identifies the functionality of the signaling link sets. Signaling links provide physical interconnection between signaling points of another party and SWBT STPs.

### Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

### Signaling Point Code (SPC)

An identifier code that identifies a signaling point in the CCS network. The signaling point code provides an address within the CCS network which enables messages to be routed to signaling points. Signaling Point Codes are 24 bit binary numbers comprised of three segments: the Network Identification, the Network Cluster, and the Member number within the cluster. Signaling Point Codes are represented digitally as AAA-AAA-AAA, where "AAA" represents a decimal number from 000 to 255.

### Signaling Point of Interface (SPOI)

Mutually agreed point at which SWBT hands off signaling information to Cox.

### Signaling System 7 (SS7)

See SS7 Protocol

### Signaling System 7 (SS7) Protocol

The signaling protocol, Version 7, used by the nodes of the CCS network. The SS7 protocol used by SWBT is the American National Standards Institute (ANSI) standard protocol defined by Bellcore Generic Requirement, GR-246-CORE, defined by Bellcore requirements (GR-317-CORE, GR-394-CORE, GR-444-Core, GR-606-CORE, GR-82-CORE, GR-905-CORE and various other documents) and defined by the SWBT Technical Publication TP76638.

## **APPENDIX LIDB-V**

## APPENDIX LIDB VALIDATION SERVICE

WHEREAS, the Parties are interested in purchasing each other's LIDB Validation Service (or equivalent service);

In consideration of the mutual promises contained herein, SWBT and Cox agree as follows.

### 1. Definitions

- A. A-links means a diverse pair of facilities connecting local end office switching centers with Signaling Transfer Points.
- B. Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- C. Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data and performance of public telephone checks i.e., determining if a billed line is a public (including those classified as semi-public) telephone number.
- D. Calling Card Service (CCS) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.
- E. Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. Validation Queries and Response messages are transported across the CCS network.
- F. Data Base means an integrated collection of related data. In the case of the LIDB, the data base is the line number and related line information.
- G. Data Owner means telecommunications companies that administer their own validation data in a party's LIDB or LIDB-like database.
- H. Line Information Data Base (LIDB) means an ANSI SS7 call-related database system. LIDB functions as a centralized repository for data storage and retrieval. SWBT's LIDB supports validation of ABS calls as well as certain other services.
- I. Line Record means information in LIDB that is specific to a single telephone number or special billing number.

- J. Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). Nonrecurring charges are applicable for the establishment of LIDB Validation Service, service rearrangements, and service order activity.
- K. Originating Point Code (OPC) means a code assigned to identify Cox's operator service system location(s).
- L. Personal Identification Number (PIN) means a confidential four-digit code number provided to a calling card customer to prevent unauthorized use of his/her calling card number. The PIN is stored in LIDB for those line numbers that have an associated calling card.
- M. Query means a message in American National Standards Institute's (ANSI) standard SS7 signaling protocol which represents a request to a LIDB or LIDB-like database for Validation information.
- N. Query Rate applies to each Validation Query that is received at SWBT's LIDB for the validation of calling card and toll billing exception data and performance of public telephone checks; i.e., determining if a billed line is a public (including those classified as semi public) telephone number.
- O. Query Transport Rate applies to each Validation Query transported from SWBT's STP to the SCP where LIDB resides and back. SWBT and Cox shall list their STP locations in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.
- P. Response means an SS7 message which, when appropriately interpreted, represents an answer to a Query.
- Q. Service Order Charge is a nonrecurring charge that applies, per service order form, that specifies Cox's originating point codes (OPCs) of Cox's designated operator service systems sending the Validation Query or Queries.
- R. Service Control Point (SCP) is a CCS network node where Validation information resides.
- S. Service Point (SP) means a CCS network interface element capable of initiating and/or terminating SS7 messages from an end office.

- T. Service Rearrangements are changes to existing services which do not result in changes to previously established OPCs.
- U. Service Switching Point (SSP) means the software capability within a switching point that provides the SP with SS7 message preparation/interpretation capability plus SS7 transmission/reception access ability.
- V. Signaling System 7 (SS7) means the signaling protocol used by the CCS network.
- W. Signaling Transfer Point (STP) is the point where a Party interconnects with a CCS/SS7 network. In order to connect to SWBT's SS7 network, Cox or a third party initiating Cox's Validation Queries must connect with an SWBT STP in order to connect to SWBT's SCP.
- X. Special Billing Number means line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).
- Y. Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.
- Z. Validation information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.

2. Description of Service

- A. SWBT shall provide Cox access to Validation information whenever Cox initiates a query from an SSP for Validation information available in SWBT's LIDB.
- B. All Cox Queries to SWBT's LIDB shall use a translations type of 253 and a subsystem number in the calling party address field that is mutually agreed upon by the Parties. Cox acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process Validation Queries to its LIDB.
- C. Cox warrants SWBT that Cox shall send Queries conforming to the ANSI approved standards for SS7 protocol and pursuant to the specification standards documents identified in Exhibit A. Both Parties acknowledge that transmission in said protocol is necessary for each party to provision Validation Service (or the equivalent thereof). Both Parties warrant that they shall send SS7 Messages that comply with ANSI approved standards for SS7 protocol and pursuant to the



specification standards documents identified in Exhibit A. Each Party reserves the right to modify its network pursuant to other specifications standards, which may include Bellcore Specifications defining specific service applications, message types and formats, that may become necessary to meet the prevailing demands within the U.S. telecommunications industry. All such changes shall be announced a minimum of 180 days in advance of implementation through industry standard procedures. Each Party will work cooperatively to coordinate any necessary changes.

- D. Cox acknowledges that CCS/SS7 network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT's CCS/SS7 network. Cox further agrees that SWBT, in its sole discretion, shall employ certain automatic and/or manual overload controls within SWBT's CCS/SS7 network to guard against these detrimental effects. SWBT shall report to Cox any instances where overload controls are invoked due to Cox's CCS/SS7 network and Cox agrees in such cases to take immediate corrective actions as are necessary to cure the conditions causing the overload situation.
- E. Prior to SWBT initiating service under this Appendix, Cox shall provide an initial forecast of busy hour Query volumes. If, prior to the establishment of a mutually agreeable service effective date, in writing, SWBT, at its sole discretion, determines that it lacks adequate processing capability to provide Validation Service to Cox, SWBT shall notify Cox of SWBT's intent not to provide the services under this Appendix and this Appendix will be void and have no further effect.
- F. Cox shall update its busy hour forecast for each upcoming calendar year (January - December) by October 1 of the preceding year. Cox shall provide such updates each year for the first three (3) years of this Appendix.
- G. SWBT will perform testing of the LIDB Validation Service in conjunction with CCS/SS7 Interconnection Service as outlined in Bellcore Technical References TR-NWT-000954, TR-TSV-000905, and TP 76638.
- H. SWBT supports the performance standards as defined in Section 7 of TR- TSV-000905. The overall end-to-end CCS/SS7 network objective is less than ten minutes unavailability per year from any Signal Point (SP) to any other SP. The performance objective for any single SP, including a Service Control Point (SCP), is less than three minutes unavailability per year. The combined link set from the SCP to the Signal Transfer Point (STP) has a performance objective of less than two minutes unavailability per year.

- I. SWBT's LIDB Validation Service system downtime will be less than twelve hours per year. The response time for a Query, from switch transmission to reception, should not exceed one second for 99 percent of all Queries.
- J. SWBT shall administer its LIDB to provide acceptable service levels to all customers of SWBT's LIDB Validation Service. During periods of LIDB system congestion, SWBT will utilize an automatic code gapping procedure to control such congestion. The automatic code gapping procedure will tell Cox's switch the gap (how long Cox's switch should wait before sending another query) and the duration (how long the switch should continue to perform gapping). For example, during an overload condition, the automatic code gapping procedure will tell SWBT's LIDB when to begin to drop one out of three queries received. This code gapping procedure will be applied uniformly to all users of SWBT's LIDB Validation Service. SWBT maintains the right to invoke manual intervention of the automatic code gapping procedure to preserve the integrity of its network.
- K. Cox agrees that network overload due to extraordinary volumes of Queries and/or other SS7 network messages can and will have a detrimental effect on the performance of SWBT's network and its LIDB Validation Service. Cox further agrees to take immediate, corrective actions as are necessary to cure the conditions causing the overload situation.
- L. All access by Cox to SWBT's LIDB shall occur through SWBT's regional STP as designated by SWBT.
- M. SWBT's LIDB shall contain a record for every SWBT working line number and Special Billing Number served by SWBT. Other telecommunications companies, including Cox, may also store their data in SWBT's LIDB. SWBT shall request such telecommunications companies to also provide this data as well.
- N. SWBT shall update the LIDB information; e.g., add, delete, and modify customer accounts as customers move, become delinquent on their account, or order new service, on a daily basis. SWBT shall request other Data Owners to provide such updates in like time.
- O. SWBT has procedures in place to deactivate billing validation data in the event that such data is being used fraudulently or in the event end users exceed SWBT-defined limits on toll charges. SWBT shall update SWBT- issued calling cards that SWBT suspects of being fraudulently used or exceeding SWBT-defined toll limits seven (7) days a week, 24 hours a day.

- P. SWBT's LIDB shall receive and respond to all Calling Card Service and Billed Number Screening queries, including SWBT's and Cox's queries, as defined in Bellcore publications TR-NWT-000246, FR-NWT-000271, TR-TSV-000905, TR-NWT-000954 and SWBT's publication TP 6638. These procedures shall be applied uniformly to all users of SWBT's LIDB Validation Service.
- Q. SWBT's LIDB Validation Service shall provide the following functions on a per query basis:
- validation of a telecommunications calling card account number stored in LIDB;
  - determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number;
  - determination of billed line as a public (including those classified as semi public) or nonworking telephone number.
- R. SWBT provides LIDB Validation Service as set forth in this Appendix only as such service is used for Cox's activities as a local service provider in SWBT's traditional serving areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. SWBT provides a LIDB Validation Service for interexchange carriers, operator service providers, and other telecommunications companies under effective tariffs. Cox agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by Cox, including, but not limited to, when Cox acts as an LSP outside of SWBT's traditional serving areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas, and/or acts as an operator service provider to other LSPs, local exchange companies, or any other telecommunications company, and/or acts as an interexchange carrier, will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.

3. Price and Payment

- A. Cox shall pay SWBT a Validation Query rate and a Query Transport Rate for each Query initiated into SWBT's LIDB. These rates are set forth in Exhibit I (Basis of Compensation).
- B. Cox shall pay a Nonrecurring Charge for each request for establishment or change of existing LIDB Validation Service. The LIDB Validation Service Establishment Charge applies per originating point code per request and is set forth in Exhibit I (Basis of Compensation).

- C. Cox shall pay a Service Order Charge for each request for service order activity. The Service Order Charge is set forth in Exhibit I (Basis of Compensation).
- D. Payment to SWBT for LIDB Validation Service shall be based upon the rates set forth in Exhibit I (Basis of Compensation), attached hereto and made a part thereof. These rates and charges will apply for one (1) year from the service effective date for each exchange. After one (1) year, SWBT may change the rates upon sixty (60) days' notice. SWBT may first give such notice sixty days before the end of the first year.
- E. SWBT shall record usage information for Cox's Validation Queries terminating to SWBT's LIDB. SWBT shall use its SCPs as the source of usage data. SWBT shall aggregate usage by the point code of the Query-originating SSP.
- F. Based upon the data identified in SubSection 3.E of this Appendix, SWBT shall bill Cox for its Validation Queries on a monthly basis. The bill will be issued by the fifteenth day of each month, and Cox shall pay the bill within thirty (30) days of the bill issue date. Cox shall pay late payment charges as applicable and as described in SWBT's Tariff FCC No. 73.
- G. SWBT shall provide sufficient information with the bill to enable Cox to determine how the billed amount was calculated.
- H. Depending on Cox's choice of method for transporting its Queries and Responses, Cox may be required to purchase certain other services, especially services that may be provided pursuant to effective tariffs. In this event the prices, terms, conditions, and billing for such services will be specified in the applicable tariff(s) and this Appendix shall not be construed to circumvent the prices, terms, conditions, or billing as specified in the applicable tariff(s).
- I. If there is a dispute associated with a monthly bill, the disputing Party shall notify the other in writing within ninety (90) calendar days of the date of said monthly bill or the dispute shall be waived. Each Party agrees that any amount of any monthly bill that that Party disputes will be paid by that Party according to the terms of Subsection 3.F. above. Any adjustments relating to a disputed amount shall be reflected on the next monthly bill issued after resolution. Any credit issued upon resolution of any dispute shall bear interest at the rate specified in Subsection 3.F. above, payable on and as of the date the credit is issued. Parties shall work cooperatively and use their best efforts to resolve any disputes as quickly as possible.

- J. SWBT shall treat changes in previously established OPCs as a discontinuance of the existing LIDB Validation Service and establishment of a new LIDB Validation Service and all applicable Nonrecurring Charges shall be paid by Cox.
- K. If Cox acts as a telecommunications company other than a local service provider, or if Cox acts as a local service provider in areas outside of SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas, Cox shall designate those point codes from which it originates LIDB Validation Service Queries as an LSP acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas from those point codes which originate LIDB Validation Service Queries for all other aspects of its business. If Cox uses the same OPC to originate Queries for its operations as an LSP within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas as it does for any other aspect of its business, then Cox shall provide SWBT with a percentage of use factor that SWBT can use to apportion Cox's traffic between SWBT's terms, conditions, rates and charges under this Appendix and the terms, conditions, rates and charges under SWBT's appropriate and effective tariff. Cox shall provide this factor in a whole number between one (1) and one hundred (100) to indicate the percentage of LIDB Validation Services Cox originates as an LSP acting as a local service provider within SWBT's traditional service area in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. A percentage of use factor of 1 (one) indicates that one percent of Cox's LIDB Validation Service Queries originate as an LSP acting as a local service provider within SWBT's traditional service areas in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas. A percentage of use factor of 100 indicates that one hundred percent of Cox's LIDB Validation Service Queries is from Cox acting as a local service provider within SWBT's traditional service area in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- L. Such percentage of use factors will be provided by Cox on the LIDB Access Service Order Form used to establish the service. All updates to this factor will be provided via a letter. If Cox does not furnish a percentage of usage factor, Cox agrees that SWBT will apply a percentage of usage factor of one percent (1%).
- M. Cox shall update its percentage of use factors on a quarterly basis. Effective on the first of January, April, July and October of each year, Cox shall forward to SWBT, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the percentage of use factors for the past three months ending the last day of December, March, June, and September, respectively, for each OPC from which Cox originates LIDB Validation Service Queries. Both Parties agree that the revised report will serve as the basis for the

next three months billing. Both Parties agree that no prorating or backbilling will be done based on the report. SWBT shall use the revised report to apportion usage rates, monthly rates, and nonrecurring charges until a revised report is received from Cox as set forth and agreed to herein.

- N. SWBT may, upon written request by Certified U.S. mail (return receipt requested), require Cox to provide call detail records which will be audited to substantiate the projected percentage of use factor provided by Cox. SWBT may request this detailed information annually. If the audit results represent what SWBT considers to be a substantial deviation from Cox's previously reported percentage of use for the period upon which the audit was based, and that deviation is not due to seasonal changes or other identifiable reasons, Cox agrees to allow SWBT to request such call detail records more than once annually. Both parties agree that SWBT may make the call detail records available to an independent auditor or to SWBT audit employees within thirty (30) days of the request at an agreed upon location during normal business hours.
- O. If Cox fails to comply with SWBT's request for auditable call detail records, SWBT may refuse additional applications for service and/or refuse to complete any pending orders for service for a period of thirty (30) days. If at the conclusion of thirty (30) days, Cox still does not comply with this request, SWBT may apply an assumed percentage of use factor of one percent (1%).

#### 4. Ownership of Validation Information

- A. Telecommunications companies depositing information in SWBT's LIDB may retain full and complete ownership and control over such information. Cox obtains no ownership interest by virtue of this Appendix.
- B. Unless expressly authorized in writing by parties, LIDB Validation Service is not to be used for purposes other than those described in this Appendix. Cox may use LIDB Validation Service for those functions only on a call-by-call basis. Data accessed on LIDB may not be stored by Cox elsewhere for future use.
- C. Proprietary information residing in SWBT's LIDB is protected from unauthorized access and Cox may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:
  - Billed (Line/Regional Accounting Office (RAO)) Number
  - PIN Number(s)
  - Billed Number Screening (BNS) indicators

- Class of Service (also referred to as Service or Equipment)
  - Reports on LIDB usage
  - Information related to billing for LIDB usage
  - LIDB usage statistics.
- D. Cox shall not copy, store, maintain, or create any table or database of any kind after initiating, and based upon a Response to, a Validation Query to SWBT's LIDB.
- E. If Cox acts on behalf of other carriers, Cox shall prohibit its Query- originating carrier customers from copying, storing, maintaining, or creating any table or database of any kind from any Response provided by SWBT after a Validation Query to SWBT's LIDB.
- F. SWBT will share end user information, pertinent to fraud investigation, with Cox when validation queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SWBT's LIDB.

5. Term and Termination

- A. Unless sooner terminated, this Appendix will continue in force for two (2) years from the date of election (date on which Cox advises SWBT in writing of its intent to purchase services under this Appendix), but not to exceed three (3) years from the effective date of the Agreement. After the initial term, this Appendix shall continue in force and effect until terminated by one hundred-twenty (120) days notice in writing from either Party to the other.
- B. If a Party materially fails to perform its obligations under this Appendix, the other Party, after notifying the non-performing Party of the failure to perform and allowing that Party thirty (30) days after receipt of the notice to cure such failure, may cancel this Appendix immediately upon written notice.
- C. Notwithstanding anything to the contrary in this Appendix, if legal or regulatory decisions or rules compel SWBT or Cox to terminate the Appendix, SWBT and Cox shall have no liability to the other in connection with such termination.

6. Limitation of Liability

In addition to the limitation of liability and indemnification provisions of the Agreement, the following provisions shall also govern performance under this Appendix:

- A. In no event shall a Party have any liability for system outage or inaccessibility, or for losses arising from the unauthorized use of the data by LIDB Validation Service Query purchasers.
- B. SWBT is furnishing access to its LIDB or LIDB-like database in order to facilitate Cox's provision of Alternate Billing Service to its end users, but not to insure against the risk of completion of an ABS-related call. While SWBT agrees to make every reasonable attempt to provide accurate Validation information, the Parties acknowledge that Validation information is the product of routine business service order activity and fraud investigations. Cox acknowledges that SWBT can furnish Validation information only as accurate and current as the information has been provided to SWBT for inclusion in its LIDB. Therefore, SWBT, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Validation information records provided to Cox except such inaccuracies caused by SWBT's willful or wanton misconduct or gross negligence.

7. Communication and Notices

- A. Ordering and billing inquiries for the services described herein from SWBT shall be directed to the Local Service Provider Service Center (LSPSC). Ordering shall be done through the LSPSC using the form attached hereto as Exhibit III.

8. Confidentiality

- A. Identification SWBT and Cox recognize and acknowledge that, in connection with the services to be provided hereunder, either may disclose to the other party proprietary or confidential customer, technical or business information in written graphic, oral or other tangible or intangible forms. In order for such information to be considered "Proprietary Information" under this Appendix, such information must be marked "Confidential" or "Proprietary" or bear a marking of similar import. Orally disclosed information shall be considered Proprietary Information only if contemporaneously identified as such and reduced to writing and delivered to the other party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- B. Nondisclosure. Subject to Sections 8C through 8F, the Party (the "Receiving Party") that receives Proprietary Information from the other Party (the "Disclosing Party") agrees:



- (1) That all Proprietary Information shall be and shall remain the exclusive property of the Disclosing Party.
- (2) To limit access to such Proprietary Information to authorized employees and other individuals who have a need to know the Proprietary Information in order to perform its obligations under this Appendix.
- (3) To keep such Proprietary Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Proprietary Information as it exercises in protecting its own Proprietary Information of a similar nature.
- (4) For a period of three (3) years following any disclosure, not to copy or publish or disclose such Proprietary Information to others or authorize anyone else to copy or publish or disclose such Proprietary Information to others without the prior written approval of the Disclosing Party.
- (5) To use such Proprietary Information only for purposes of performing its obligations under this Appendix and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

- C. Required Disclosures. The Receiving Party agrees to give notice to the Disclosing Party of any demand to disclose or provide Proprietary Information of the Disclosing Party to another person, under lawful process, prior to disclosing or furnishing such Proprietary Information. Further, the Receiving Party agrees to reasonably cooperate if the Disclosing Party deems it necessary to seek protective arrangements. The Receiving Party may disclose or provide Proprietary Information of the Disclosing Party to meet the requirements of a court, regulatory body or government agency having jurisdiction over the Party; provided, however, that the Receiving Party shall notify the Disclosing Party so as to give the Disclosing Party a reasonable opportunity to object to such disclosure. The Disclosing Party may not unreasonably withhold approval of protective arrangements provided by any such court, regulatory body or government agency. Nothing herein requires either Party to support the position of any person or entity as to whether any particular Proprietary Information is proprietary under applicable law or this Section 8.
- D. Exceptions. Notwithstanding anything to the contrary contained in this Appendix, the Proprietary Information described herein shall not be deemed confidential or proprietary and the Receiving Party shall have no obligation to prevent disclosure of such Proprietary Information if such Proprietary Information:

- (1) is already known to the Receiving Party;
- (2) is or becomes publicly known, through publication, inspection of the product, or otherwise, and through no wrongful act of the Receiving Party;
- (3) is received from a third party without similar restriction and without breach of this Section 8;
- (4) is independently developed, produced or generated by the Receiving Party;
- (5) is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or
- (6) is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization.

E. Permitted Uses. SWBT shall be permitted to use Proprietary Information obtained through recording the volume of Cox Queries for the purposes of: (a) estimation of facilities usage for jurisdictional separations; (b) engineering and network planning of facilities; and (c) measurement for billing purposes.

F. Legal Requirements. Notwithstanding anything to the contrary contained in this Agreement, a Party's ability to disclose Proprietary Information or use disclosed Proprietary Information is subject all applicable statutes, decisions, and regulatory rules concerning the disclosure and use of such Proprietary Information which, by their express terms, mandate a different handling of such information.

9. Mutuality

To the extent that Cox stores its own Validation Information in a database, Cox agrees that Validation Information shall be available to SWBT on terms and conditions comparable to those contained in this Appendix. Such terms and conditions shall include, but not be limited to, making such Validation Information available on a platform technically similar to that employed by SWBT, and at a rate comparable to that charged by SWBT.

10. Attached and incorporated herein are:

Exhibit I	-	Basis of Compensation
Exhibit II	-	Specifications and Standards

Exhibit III

-

LIDB Access Service Order Form

APPENDIX LIDB

EXHIBIT I

BASIS OF COMPENSATION

1. COMPENSATION:

All rates and charges contained in this section are applicable in all regulatory jurisdictions.

2. Rates and Charges

A	LIDB Query	<u>Rate Per Query</u>
	1. Per LIDB Query Transport	\$0.0045
	2. Per LIDB Validation Query	\$0.026
	- Billed Number Screening	
	- Calling Card Count	
B.	LIDB Nonrecurring Charge	<u>Nonrecurring Charge</u>
	1. Per Originating Point Code (OPC)	\$14.25
	2. Per LIDB Validation Service Form	\$256.70

APPENDIX LIDB  
EXHIBIT II  
SPECIFICATIONS AND STANDARDS

Issuing Organization	Document Number
Bellcore	TR-NWT-000246
Bellcore	TR-NWT-000271
Bellcore	TR-TSV-000905
Bellcore	TR-NWT-000954
SWBT	TP 76638

LIDB ACCESS VALIDATION SERVICES ORDER FORM

CUSTOMER NAME \_\_\_\_\_

CARRIER CUSTOMER NAME ABBREVIATION \_\_\_\_\_  
(CCNA - THREE ALPHA CHARACTERS)

CUSTOMER ADDRESS \_\_\_\_\_

CUSTOMER BILLING NAME \_\_\_\_\_  
(IF DIFFERENT THAN CUSTOMER NAME)

ACCESS CUSTOMER NAME ABBREVIATION \_\_\_\_\_  
(ACNA - THREE ALPHA CHARACTERS)

CUSTOMER BILLING ADDRESS \_\_\_\_\_  
(IF DIFFERENT THAN CUSTOMER ADDRESS)

CITY, STATE, ZIP CODE \_\_\_\_\_

CUSTOMER BILLING CONTACT NAME AND TELEPHONE NUMBER \_\_\_\_\_

\_\_\_\_\_ ( )

CREDIT INFORMATION: TYPE OF OWNERSHIP \_\_\_\_\_  
(S - SOLE OWNER; C - INCORP.; P - PARTNERSHIP)

IF INCORPORATED:  
STATE WHERE INCORP. \_\_\_\_\_ DATE INCORP. \_\_\_\_\_

CHARTER NUMBER \_\_\_\_\_

PRES. NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

V.P. NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

SECT. NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

TREA. NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

IF PARTNERSHIP:  
PARTNERS NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

PARTNERS NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

PARTNERS NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

PARTNERS NAME \_\_\_\_\_ OFC. TEL. NO. ( ) \_\_\_\_\_

LETTER OF AGENCY DATED \_\_\_\_\_ SIGNATURE \_\_\_\_\_

SWBT ORDER NUMBER \_\_\_\_\_

DESIRED DUE DATE \_\_\_\_\_ FIRM DUE DATE \_\_\_\_\_

FOR NEW SERVICE, THE APPROXIMATE NUMBER OF NPA NXXs \_\_\_\_\_

TYPE OF ACTIVITY \_\_\_\_\_ (N - NEW OR ADD; C - CHANGE; D - DISCONNECT; S - SUPP)

BILLING ACCOUNT NUMBER (BAN) \_\_\_\_\_

CUSTOMER ORDER CONTACT NAME, ADDRESS, ZIP CODE, AND TELEPHONE  
NUMBER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ( ) \_\_\_\_\_

CUSTOMER TECHNICAL CONTACT NAME AND TELEPHONE NUMBER:

\_\_\_\_\_ ( ) \_\_\_\_\_

CPOC SVC. REP. CONTACT NAME AND TELEPHONE NUMBER:

\_\_\_\_\_ ( ) \_\_\_\_\_

\*SWBT CKR: \_\_\_\_\_ \*TWO SIX CODE: \_\_\_\_\_  
(SWBT ID OF CCS/SS7 INTERCONN. SVC.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

\*THIS INFORMATION SHOULD BE OBTAINED BY THE LIDB CUSTOMER FROM THEIR CCS/SS7  
INTERCONNECTION SERVICE PROVIDER.

ORIGINATING LINE NUMBER SCREENING \_\_\_\_\_

[illegible]REMARKS \_\_\_\_\_  
 \_\_\_\_\_

DATE AND TIME RECEIVED IN THE CPOC



ORIGINATING LINE NUMBER SCREENING \_\_\_\_\_

ORIGINATING POINT  
CODES:

DATE AND TIME RECEIVED IN THE CPOC